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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARINA GOLDMAN, an individual;

Plaintiff,

v.

TRANSAMERICA LIFE INSURANCE
COMPANY, a business entity, form
unknown; TRANSAMERICA LIFE
GROUP, a business entity, form
unknown; and DOES 1 through 15,
Inclusive;

Defendants.

Case No. 2:22-cv-02372-TJH-MAA
(DISCOVERY ISSUE:
Honorable Maria A. Audero)

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: March 10, 2022

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this
7 Stipulated Protective Order does not confer blanket protections on all disclosures or
8 responses to discovery and that the protection it affords from public disclosure and
9 use extends only to the limited information or items that are entitled to confidential
10 treatment under the applicable legal principles. The parties further acknowledge, as
11 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
12 them to file confidential information under seal; Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a party
14 seeks permission from the Court to file material under seal.

15
16 **2. GOOD CAUSE STATEMENT**

17 This action is likely to involve confidential commercial and corporate
18 information, including but not limited to trade secrets, commercial, financial and/or
19 proprietary information for which special protection from public disclosure and from
20 use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information consist of, among other things,
22 confidential business or financial information, information regarding confidential
23 business practices, or other confidential research, development, or commercial
24 information (including information implicating privacy rights of third parties),
25 information otherwise generally unavailable to the public, or which may be
26 privileged or otherwise protected from disclosure under state or federal statutes, court
27 rules, case decisions, or common law. Accordingly, to expedite the flow of
28 information, to facilitate the prompt resolution of disputes over confidentiality of

1 discovery materials, to adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable necessary uses of such
3 material in preparation for and in the conduct of trial, to address their handling at the
4 end of the litigation, and to serve the ends of justice, a protective order for such
5 information is justified in this matter. It is the intent of the parties that information
6 will not be designated as confidential for tactical reasons and that nothing be so
7 designated without a good faith belief that it has been maintained in a confidential,
8 non-public manner, and there is good cause why it should not be part of the public
9 record of this case.

10
11 **3. DEFINITIONS**

- 12 3.1. Action: *Marina Goldman v. Transamerica Life Insurance Company*
13 *and Transamerica Life Group, et al.* United States District Court,
14 Central District Case No. 2:22-cv-02372-TJH-MAA.
- 15 3.2. Challenging Party: A Party or Nonparty that challenges the
16 designation of information or items under this Stipulated Protective
17 Order.
- 18 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify
20 for protection under Federal Rule of Civil Procedure 26(c), and as
21 specified above in the Good Cause Statement.
- 22 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well
23 as their support staff).
- 24 3.5. Designating Party: A Party or Nonparty that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”
- 27 3.6. Disclosure or Discovery Material: All items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained

(including, among other things, testimony, transcripts, and tangible things), that is produced or generated in disclosures or responses to discovery in this matter.

3.7. Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

3.8. In-House Counsel: Attorneys who are employees of a party to this Action. In-House Counsel does not include Outside Counsel of Record or any other outside counsel.

3.9. Nonparty: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

3.10. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

3.11. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).

3.12. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.13. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.14. Protected Material: Any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

1 3.15. Receiving Party: A Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3
4 **4. SCOPE**

5 The protections conferred by this Stipulated Protective Order cover not only
6 Protected Material, but also (1) any information copied or extracted from Protected
7 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
8 and (3) any testimony, conversations, or presentations by Parties or their Counsel
9 that might reveal Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of the
11 trial judge. This Stipulated Protective Order does not govern the use of Protected
12 Material at trial.

13
14 **5. DURATION**

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Stipulated Protective Order shall remain in effect until a Designating
17 Party agrees otherwise in writing or a court order otherwise directs. Final disposition
18 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
19 Action, with or without prejudice; and (2) final judgment herein after the completion
20 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
21 including the time limits for filing any motions or applications for extension of time
22 pursuant to applicable law.

23
24 **6. DESIGNATING PROTECTED MATERIAL**

25 6.1. Exercise of Restraint and Care in Designating Material for
26 Protection.

27 Each Party or Nonparty that designates information or items for
28 protection under this Stipulated Protective Order must take care to

1 limit any such designation to specific material that qualifies under the
2 appropriate standards. The Designating Party must designate for
3 protection only those parts of material, documents, items, or oral or
4 written communications that qualify so that other portions of the
5 material, documents, items, or communications for which protection is
6 not warranted are not swept unjustifiably within the ambit of this
7 Stipulated Protective Order.

8 Mass, indiscriminate, or routinized designations are prohibited.
9 Designations that are shown to be clearly unjustified or that have been
10 made for an improper purpose (*e.g.*, to unnecessarily encumber the
11 case development process or to impose unnecessary expenses and
12 burdens on other parties) may expose the Designating Party to
13 sanctions.

14 6.2. Manner and Timing of Designations.

15 Except as otherwise provided in this Stipulated Protective Order
16 (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered,
17 Disclosure or Discovery Material that qualifies for protection under
18 this Stipulated Protective Order must be clearly so designated before
19 the material is disclosed or produced.

20 Designation in conformity with this Stipulated Protective Order requires the
21 following:
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1 (a) For information in documentary form (*e.g.*, paper or electronic
2 documents, but excluding transcripts of depositions or other
3 pretrial or trial proceedings), that the Producing Party affix at a
4 minimum, the legend “CONFIDENTIAL” to each page that
5 contains protected material. If only a portion or portions of the
6 material on a page qualifies for protection, the Producing Party
7 also must clearly identify the protected portion(s) (*e.g.*, by
8 making appropriate markings in the margins).

9 A Party or Nonparty that makes original documents available for
10 inspection need not designate them for protection until after the
11 inspecting Party has indicated which documents it would like
12 copied and produced. During the inspection and before the
13 designation, all of the material made available for inspection
14 shall be deemed “CONFIDENTIAL.” After the inspecting Party
15 has identified the documents it wants copied and produced, the
16 Producing Party must determine which documents, or portions
17 thereof, qualify for protection under this Stipulated Protective
18 Order. Then, before producing the specified documents, the
19 Producing Party must affix the legend “CONFIDENTIAL” to
20 each page that contains Protected Material. If only a portion or
21 portions of the material on a page qualifies for protection, the
22 Producing Party also must clearly identify the protected
23 portion(s) (*e.g.*, by making appropriate markings in the margins).

(b) For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record before the close of deposition, all protected testimony.

(c) For information produced in nondocumentary form, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3 Inadvertent Failure to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7.1 Time of Challenges.

Any party or Nonparty may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

7.2 Meet and Confer.

The Challenging Party shall initiate the dispute resolution process, which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero’s Procedures (“Mandatory Conference for

1 Discovery Disputes.¹

2 7.3. Burden of Persuasion.

3 The burden of persuasion in any such challenge proceeding shall
4 be on the Designating Party. Frivolous challenges, and those made for
5 an improper purpose (*e.g.*, to harass or impose unnecessary expenses
6 and burdens on other parties) may expose the Challenging Party to
7 sanctions. Unless the Designating Party has waived or withdrawn the
8 confidentiality designation, all parties shall continue to afford the
9 material in question the level of protection to which it is entitled under
10 the Producing Party's designation until the Court rules on the
11 challenge.

12
13 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

14 8.1. Basic Principles.

15 A Receiving Party may use Protected Material that is disclosed
16 or produced by another Party or by a Nonparty in connection with this
17 Action only for prosecuting, defending, or attempting to settle this
18 Action. Such Protected Material may be disclosed only to the
19 categories of persons and under the conditions described in this
20 Stipulated Protective Order. When the Action reaches a final
21 disposition, a Receiving Party must comply with the provisions of
22 Section 14 below.

23 Protected Material must be stored and maintained by a
24 Receiving Party at a location and in a secure manner that ensures that
25 that access is limited to the persons authorized under this Stipulated
26

27 ¹ Judge Audero's Procedures are available at
28 <https://www.cacd.uscourts.gov/honoraboel-maria-aduro>.

1 Protective Order.

2 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

3 Unless otherwise ordered by the Court or permitted in writing
4 by the Designating Party, a Receiving Party may disclose any
5 information or item designated “CONFIDENTIAL” only to:

- 6 (a) The Receiving Party’s Outside Counsel of Record, as well as
7 employees of said Outside Counsel of Record to whom it is
8 reasonably necessary to disclose the information for this Action;
- 9 (b) The officers, directors, and employees (including In-House
10 Counsel) of the Receiving Party to whom disclosure is
11 reasonably necessary for this Action;
- 12 (c) Experts of the Receiving Party to whom disclosure is reasonably
13 necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 15 (d) The Court and its personnel;
- 16 (e) Court reporters and their staff;
- 17 (f) Professional jury or trial consultants, mock jurors, and
18 Professional Vendors to whom disclosure is reasonably
19 necessary or this Action and who have signed the
20 “Acknowledgment and Agreement to be Bound” (Exhibit A);
- 21 (g) The author or recipient of a document containing the
22 information or a custodian or other person who otherwise
23 possessed or knew the information;
- 24 (h) During their depositions, witnesses, and attorneys for
25 witnesses, in the Action to whom disclosure is reasonably
26 necessary provided: (i) the deposing party requests that
27 the witness sign the “Acknowledgment and Agreement to
28 Be Bound” (Exhibit A); and (ii) the witness will not be

permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with
2 the subpoena or court order shall not produce any information designated in this
3 action as “CONFIDENTIAL” before a determination by the Court from which the
4 subpoena or order issued, unless the Party has obtained the Designating Party’s
5 permission. The Designating Party shall bear the burden and expense of seeking
6 protection in that court of its confidential material and nothing in these provisions
7 should be construed as authorizing or encouraging a Receiving Party in this Action
8 to disobey a lawful directive from another court.

9
10 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
11 **PRODUCED IN THIS LITIGATION**

12 **10.1. Application.**

13 The terms of this Stipulated Protective Order are applicable to
14 information produced by a Nonparty in this Action and designated as
15 “CONFIDENTIAL.” Such information produced by Nonparties in
16 connection with this litigation is protected by the remedies and relief
17 provided by this Stipulated Protective Order. Nothing in these
18 provisions should be construed as prohibiting a Nonparty from seeking
19 additional protections.

20 **10.2. Notification.**

21 In the event that a Party is required, by a valid discovery
22 request, to produce a Nonparty’s confidential information in its
23 possession, and the Party is subject to an agreement with the Nonparty
24 not to produce the Nonparty’s confidential information, then the Party
25 shall:
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- (a) Promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;
- (b) Promptly provide the Nonparty with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (c) Make the information requested available for inspection by the Nonparty, if requested.

10.3. Conditions of Production.

If the Nonparty fails to seek a protective order from this Court within fourteen (14) days after receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's confidential information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a determination by the Court. Absent a court order to the contrary, the Nonparty shall bear the burden and expense of seeking protection in this Court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this

1 Stipulated Protective Order, and (4) request such person or persons to execute the
2 “Acknowledgment and Agreement to be Bound” (Exhibit A).

3
4 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain
7 inadvertently produced material is subject to a claim of privilege or other protection,
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
10 may be established in an e-discovery order that provides for production without prior
11 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
12 parties reach an agreement on the effect of disclosure of a communication or
13 information covered by the attorney-client privilege or work product protection, the
14 parties may incorporate their agreement in the Stipulated Protective Order submitted
15 to the Court.

16
17 **13. MISCELLANEOUS**

18 **13.1. Right to Further Relief.**

19 Nothing in this Stipulated Protective Order abridges the right of
20 any person to seek its modification by the Court in the future.

21
22 **13.2. Right to Assert Other Objections.**

23 By stipulating to the entry of this Stipulated Protective Order, no
24 Party waives any right it otherwise would have to object to disclosing
25 or producing any information or item on any ground not addressed in
26 this Stipulated Protective Order. Similarly, no Party waives any right to
27 object on any ground to use in evidence of any of the material covered
28 by this Stipulated Protective Order.

1 13.3. Filing Protected Material.

2 A Party that seeks to file under seal any Protected Material must
3 comply with Local Rule 79-5. Protected Material may only be filed
4 under seal pursuant to a court order authorizing the sealing of the
5 specific Protected Material at issue. If a Party's request to file Protected
6 Material under seal is denied by the Court, then the Receiving Party
7 may file the information in the public record unless otherwise instructed
8 by the Court.

9
10 14. **FINAL DISPOSITION**

11 After the final disposition of this Action, within sixty (60) days of a written
12 request by the Designating Party, each Receiving Party must return all Protected
13 Material to the Producing Party or destroy such material. As used in this subdivision,
14 “all Protected Material” includes all copies, abstracts, compilations, summaries, and
15 any other format reproducing or capturing any of the Protected Material. Whether
16 the Protected Material is returned or destroyed, the Receiving Party must submit a
17 written certification to the Producing Party (and, if not the same person or entity, to
18 the Designating Party) by the 60-day deadline that (1) identifies (by category, where
19 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
20 that the Receiving Party has not retained any copies, abstracts, compilations,
21 summaries or any other format reproducing or capturing any of the Protected
22 Material. Notwithstanding this provision, Counsel is entitled to retain an archival
23 copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal
24 memoranda; correspondence; deposition and trial exhibits; expert reports; attorney
25 work product; and consultant and expert work product, even if such materials
26 contain Protected Material. Any such archival copies that contain or constitute
27 Protected Material remain subject to this Stipulated Protective Order as set forth in
28 Section 5.

1 **15. VIOLATION**

2 Any violation of this Stipulated Order may be punished by any and all
3 appropriate measures including, without limitation, contempt proceedings and/or
4 monetary sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6
7 Dated: September 16, 2022

/s/ Joseph Fogel
JOSEPH FOGEL
ADEPT LAW FIRM
Attorneys for Plaintiff Marina
Goldman

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9
10
11
12 Dated: September 16, 2022

/s/ Vivian I. Orlando
VIVIAN I. ORLANDO
KAREN T. TSUI
MAYNARD COOPER & GALE, LLP
Attorneys for Defendant Transamerica
Life Insurance Company

13
14
15 **Signature Attestation**

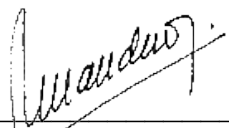
16
17 Pursuant to Local Rule 5-4. 3.4(a)(2)(l), I hereby certify that the content of
18 this document is acceptable to counsel for Plaintiff, and that I have obtained his
19 authorization to affix his electronic signature to this document.

20
21 /s/ Vivian I. Orlando
Vivian I. Orlando

22 **FOR GOOD CAUSE SHOW, IT IS SO ORDERED.**

23
24 September 16, 2022

25 Dated: _____



MARIA A. AUDERO
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
_____ [address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by the
United States District Court for the Central District of California on _____
[date] in the case of _____
[case name and number]. I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order, and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Stipulated
Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full name]
of _____ [address and telephone number]
as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Signature: _____
Printed Name: _____
Date: _____
City and State Where Sworn and Signed: _____